

**UNITED STATES BANKRUPTCY COURT  
DISTRICT OF MINNESOTA**

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In re:  
**Angela & Ricky Brix**

Case No. **22-60045**

Chapter 7

Debtor.

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**AMENDED APPLICATION FOR CERTAIN FEE ARRANGEMENTS**

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1. This bankruptcy case was commenced by a petition filed by Debtor under Chapter 7 on **February 14<sup>th</sup>, 2022**.
2. Debtor has not paid attorney's fees prior to filing the petition and has instead opted for a post-petition fee arrangement. Exhibit A.
3. This Application for certain fee arrangements is filed for post-petition fee arrangements with Debtor's third party. Exhibit B.
- 4.

WHEREFORE, it is requested to allow Debtor's post-petition attorney's fees to be paid post-petition.

Dated: **April 14<sup>th</sup>, 2022**

LIFEBACK LAW, P.A.

/e/ Wes Scott #0264787

Attorney for Debtor  
13 7<sup>th</sup> Ave South  
St. Cloud, MN 56301  
Wes@lifebacklaw.com

# EXHIBIT A



Date: 04/11/2022

Name: Angela Brix

## Re: 2 Steps to Getting Your Life Back (Bankruptcy and Credit Repair Program Retainer Agreement)

Dear Sir/Madam:

We have agreed to represent you in either a Chapter 7 or Chapter 13 bankruptcy case (step 1) and Life Back Law Firm P.A.'s 90 Day Credit Repair Program (step 2). Client understands that Attorney cannot guarantee the results of any proceeding and acknowledges that no representations have been made by Attorney about the outcome of this matter.

Scope of LifeBack's services to you:

- A. Analysis of the debtor's financial situation, and rendering advice to the debtor in determining whether to file a petition in bankruptcy;
- B. Preparation and filing of any petition, schedules, statements of affairs and plan which may be required;
- C. Representation of the debtor at the meeting of creditors and confirmation hearing, and any adjourned hearings thereof;
- D. Representation of the debtor in contested bankruptcy matters: and
- E. Other services reasonably necessary to represent the debtor(s).

**WITHDRAWAL OF ATTORNEY:** Attorney reserves the right, upon nonpayment by Client of any fees or costs incurred pursuant to this agreement, to request that Client obtain alternative counsel, and if Client fails to do so within a reasonable time, to apply to the bankruptcy Court for permission to withdraw. Until substitute counsel or bankruptcy Court permission to withdraw is obtained, Attorney will continue to provide legal services to Client in connection with Client's bankruptcy case to the extent required by Local Bankruptcy Rule 9010-3(g)(4), which requires that: (4) Effect of Failure to Comply. "Until a substitution of attorneys is filed or an order is entered allowing the original attorney to withdraw, the original attorney is the client's attorney of record and the original attorney shall represent the attorney's client in bringing and defending all matters or proceedings in the bankruptcy case other than adversary proceedings in which the original attorney has not yet made an appearance. Failure to receive advance payment or guarantee of attorney's fees is not grounds for failure to comply with this subsection."

Unless we sign a separate written Retainer Agreement, including mutually satisfactory financial arrangements, representation does not include adversary proceedings.

CREDIT REPORT REPAIR: Apart from LifeBack Law Firm P.A.'s Free 90 Day Credit Repair Program. Client understands that Attorney does not do "credit report repair". Attorney does not guarantee that each creditor will remove adverse notices from client's credit report. Client agrees that they will contact each of the credit bureaus directly to correct any errors existing in his or her credit report after bankruptcy discharge.

RESPONSIBILITY FOR LEGAL DESCRIPTION: Client is solely responsible for providing a correct legal description to any real estate. The legal description provided by the Client will be presumed to be accurate.

JOINT REPRESENTATION: Client(s) agree that in joint cases, the firm may represent them jointly as a married couple in connection with the filing of their bankruptcy. The client(s) agree it is in their individual interest to have a single law firm represent them jointly. This document confirms that both jointly represented clients agree to waive any conflict of interest arising out of our representation of each other in the matter described in this document. It is agreed by both clients that the firm must freely convey necessary information provided to us by one client to the other, and cannot withhold information from either party. If, at any time, a conflict of interest arises and the firm is unable to represent each party, the firm reserves the right to withdraw from representation so that each individual can consult with their own individual attorney.

LIFEBACK LAW FIRM P.A. PRIVACY NOTICE: attorneys, like other professionals who advise on personal financial matters, are now required by federal law to inform their clients of their policies regarding privacy of client information. Attorneys have been, and continue to be, bound by professional standards of confidentiality that are even more stringent than those required by this new law. In the course of our representation of you, the firm receives significant amounts of personal information from you. This information is held in confidence, and is not released to anyone outside the firm, except as agreed by you or is required under applicable law.

We retain records relating to the professional services we provide you so we are better able to assist you with your professional needs, and in some cases, to comply with professional requirements. In order to safeguard your non-public personal information, we maintain physical, electronic, and procedural safeguards that comply with our professional standards.

WAIVER OF CLASS ACTION STATUS: client(s) agree to waive class action status and specifically agree to work out any disputes with LifeBack Law Firm P.A. on an individual basis. By signing this agreement, client(s) waive any right to either start or join any class action lawsuit against LifeBack Law Firm P.A..

MEDIATION: client(s) agree to resolve any dispute with LifeBack Law Firm P.A. through mediation first. Client(s) agree to pay half the cost of mediation services should this be necessary.

CHOICE OF FORUM: All actions or proceedings with respect to this Agreement shall be instituted only in any state or federal court sitting in Minnesota, and by execution and delivery of this Agreement, the parties irrevocably and unconditionally subject to the jurisdiction (both subject matter and personal) of each such court and irrevocably and unconditionally waive: (a) any objection that the parties might now or hereafter have to the venue of any of such court; and (b) any claim that any action or proceeding brought in any such court has been brought in an inconvenient forum.

## **Step 1: We HELP you get rid of debt**

### **CHAPTER 7 ATTORNEY'S FEES FOR STANDARD SERVICES**

We will charge a total of \$2,385 to represent you in a Chapter 7 Bankruptcy case. You are required to pay the court file fee of \$385.00 prior to filing your petition. Payment on the balance due can be done in one of the following manners:

#### **METHOD OF PAYMENT (2 OPTIONS)**

**1) Payment in Full:**

You may pay in full prior to filing.

**2) 3rd Party  
Guarantor:**

We will accept payments (\$150 or \$200 per month; Select one) made by a 3rd party who signs a **Third Party Guaranty** for the balance owed on your account. There are strict criteria that must be met before your petition will be e-filed. If you chose this option, you will be provided with a Third Party Guaranty and Instructions/Requirements. Your petition will **not** be e-filed until our office is in receipt of a properly executed Third Party Guaranty which includes all requested materials.

The person who signs the third party guaranty, the guarantor, will be listed as a creditor on your bankruptcy petition and the guarantor will receive mailings from the Bankruptcy Court. In the event timely payments are not made, we will call or write to the guarantor. In the event the account defaults, we will collect against the guarantor. OUR OFFICE WILL NOT CONTACT YOU, THE CLIENT, WITH REGARD TO ANY UNPAID PAYMENTS.

**\*\*\* WE WILL NOT COLLECT FROM YOU ANY BALANCES OWED ON YOUR ACCOUNT WITH US ONCE YOUR BANKRUPTCY PETITION IS E-FILED. IF YOU RECEIVE A DISCHARGE, YOU ARE NOT LEGALLY LIABLE FOR ANY BALANCES OWED ON YOUR ACCOUNT. ALL INVOICES REGARDING ATTORNEY FEES WILL BE MAILED TO THE PROMISSORY NOTE SIGNER, NOT YOU. \*\*\***

If you have paid the \$385.00 for the Chapter 7 file fee, Credit Counseling, Personal Financial Management Course & Credit Report and do not file, you agree you are entitled to a refund of that file fee, less a \$250.00 flat fee for the firm's out-of-pocket costs, including charges for credit reports, Lexis-Nexis asset research/reports and printing costs for drafts of petition/plan, plus the cost of staff time in preparing the schedules. If the review and sign appointment was conducted as well, client understands firm will retain \$385.00 as their fees and costs. Client is required to pay \$385.00 before being able to schedule a 3<sup>rd</sup> review and sign appointment. If client fails to show for the third review and sign and decides not to file, client agrees the firm may retain \$385 as firm costs. A discount of 10% is applied to your Attorney Fee's when your account is paid in full.

### **CHAPTER 13 ATTORNEY'S FEES FOR STANDARD SERVICES**

We will charge you either \$3,360.00 or \$3,860.00 for this representation which includes \$360.00 for the Chapter 13 filing fee, Credit Counseling, Personal Financial Management Course & Credit Report; the minimum amount of attorney's fees you will be charged is \$3,000.00 if your case is below the applicable median family income or \$3,500.00 if your case is above the applicable median family income. Any deposits paid to us prior to filing are LifeBack Law Firm P.A. property subject to a refund for any unused portion.

In addition, we will charge for representation for issues and expenses that arise in your Chapter 13 case after the case is filed, but before you are discharged.

The standard fee for these post-filing activities is listed on page 7. If the time spent by attorneys and legal assistants, at their hourly rate, results in a fee in excess of the standard fee listed in this agreement, Attorney may, in his discretion, apply to the bankruptcy court for additional fees\*. The time spent on your case will be billed in one-tenth of an hour increments (one-tenth of an hour = six minutes).

Prior to filing the bankruptcy papers you must pay \$360.00 for the Chapter 13 file fee, Credit Counseling, Personal Financial Management Course & Credit Report. Prior to filing, you can pay the balance of the attorney's fees in full. If you do not pay the fee in full at the time of filing, the balance of our fees will be in the minimum amount of \$3,000.00/\$3,500.00 plus expenses which will be paid through the normal disbursements from your Chapter 13 plan.

If you have paid \$360.00 for the Chapter 13 filing fee, Credit Counseling, Personal Financial Management Course & Credit Report and do not file, you agree you are entitled to a refund of that file fee, less a \$250.00 flat fee for the firm's out-of-pocket costs, including charges for credit reports, Lexis-Nexis asset research/reports and printing costs for drafts of petition/plan. If the review and sign appointment was conducted as well, client understands firm will retain \$360.00 as their fees and costs. Client is required to pay \$360.00 before being able to schedule a 3<sup>rd</sup> review and sign appointment. If client fails to show for the third review and sign and decides not to file, client agrees the firm may retain \$360.00 as firm costs.

In the event we split a joint case, you must pay the filing fee to split the case, \$313.00, plus any fees and expenses associated with a conversion if one party decides to convert.

If the Chapter 13 Bankruptcy is dismissed by the Court before Attorney's fees and expenses are paid in full, you are responsible for payment of those fees within 30 days of the Court's Order. If Suit is commenced to collect the unpaid balance, then all costs of collection including reasonable attorney's fees plus interest at 6% will be added to the balance due. You also agree to waive venue in your County of Residence.

**\* Attorney's fees are based upon an hourly rate of \$400.00 (partner) or \$375.00 (associate); staff time will be billed at \$250.00 per hour. Initial consultation is free by phone or virtually for the first 30 minutes, or in person for the first 60 minutes. The time spent on your case will be billed in one-tenth of an hour increments (one tenth of an hour = six minutes). \*Our fees will not be held in a trust account until earned.**

## **Step 2: We HELP you repair your credit with LifeBack Law Firm P.A.'s 90 Day Credit Repair Program**

### **Program value: up to \$3,250.00- Your Charge: FREE**

The terms of this program are laid out in this agreement between our guest(s) and LifeBack Law Firm P.A.. Any amendment or modification to this agreement must be in writing and signed by a LifeBack Law Firm P.A. representative and guest(s).

- 1.) The term of representation by LifeBack Law Firm P.A. is limited to 90 days commencing from the date after discharge is entered and for 90 days thereafter. After this 90 day period, LifeBack Law Firm P.A.'s representation of client(s) expires. Unless LifeBack Law Firm P.A. and client(s) enter into a new agreement, after the expiration of the 90 day period, LifeBack Law Firm P.A. no longer represents client/guest(s) in connection with the credit repair program.
- 2.) Should client(s) start the credit repair program before the expiration of the 90 day period but fail to schedule a meeting or follow up with the requests of the credit repair specialist at LifeBack Law Firm P.A., or pay the costs described below in advance of the work, such that LifeBack Law Firm P.A. cannot perform the work necessary to assist the client/guest in repairing their credit, and the 90 days expire, our representation of you in this free program will expire upon the expiration of the 90 day period regardless and the fees for these services will revert back to our regular fees contained in our retainer agreement. When the 90 day period expires, client will be required to sign a new retainer agreement with regular fees if client wants assistance with these services.
- 3.) Client(s) understand that LifeBack Law Firm P.A. does not offer any guarantees on results and cannot guarantee client's credit score will increase as a result of this program. LifeBack Law Firm P.A. further cannot guarantee client will obtain loans and financing at the conclusion of this program. Since there are a variety of lenders and a host of different credit qualifications, and since there are a variety of considerations that are taken into account before a lender will issue credit, LifeBack Law Firm P.A. cannot guarantee any results in terms of present or future credit following the program.
- 4.) LifeBack Law Firm P.A. and client(s) agree LifeBack Law Firm P.A. has offered no assurances of present or future credit and LifeBack Law Firm P.A. has not guaranteed any results with respect to this program and an individual client(s) credit score or profile.
- 5.) LifeBack Law Firm P.A. will not pursue litigation against creditors or credit reporting agencies that fail to comply with state and federal laws. However, LifeBack Law Firm P.A. will assist guest(s) with referring guest(s) to appropriate legal counsel for pursuing any claims guest may have against these entities based on their failure to comply with state and federal laws.
- 6.) Once the 90 day free program expires, cost and fees are governed by LifeBack Law Firm P.A.'s standard retainer agreement. Fees are waived the first 90 days only (90 days after the date of discharge).
- 7.) Client agrees that to qualify for the LifeBack Law Firm P.A. Free 90 Day Credit Repair Program, the third party promissory note signer must be current on their account with LifeBack Law Firm P.A. during the full 90 day period. Should the account not be current, client does not qualify to participate in the program.

#### **PROGRAM GOALS**

- 1.) Have your credit reports reflect accurate information post-bankruptcy discharge;
- 2.) Remove all CV judgments entered against you (that are legally possible to remove);
- 3.) To give LifeBack Law Firm P.A. guests an exclusive list of Minnesota professionals who assist debtors in getting their lives back by offering mortgages, auto financing, and other services.
- 4.) Offer LifeBack Law Firm P.A. guests valuable information and tactics to improve their credit score and credit profile now and over the course of time.

**PROGRAM DETAILS**

- A) Within 7 days of your discharge, guest will receive a copy of their discharge along with instructions on how to start repairing their credit and how to contact the credit repair specialist. It is critical that we have your correct email address and that you do NOT opt out of receiving LifeBack Law Firm P.A. emails as this is the main source of contact for the credit repair program. The LifeBack Law Firm P.A. credit repair specialist will invite guest to view a free online video sent to guest by LifeBack Law Firm P.A. via email to further improve your credit profile.
- B) Guest(s) will receive a free list of Minnesota professionals who assist our guests in getting their lives back by offering mortgages, auto financing, and many other services. The list of professionals is free to LifeBack Law Firm P.A. guests only. The list is updated monthly. Guest agrees to give feedback to LifeBack Law Firm P.A. on the services provided by these professionals so only those professionals who are kind and helpful and assist our guests getting their lives back are on the list.
- C) Client is responsible for pulling all three of their credit reports: Experian, Equifax, and Transunion. Guest is responsible for researching and providing the LifeBack Law Firm P.A. credit recovery specialist with a copy of all CV judgments entered against them, plus pay the costs associated with removing those CV judgments from the public record.
- D) The LifeBack Law Firm P.A. recovery specialist will:
1. Update guest(s) on CV judgment removal process in terms of how long it takes and will notify you once the judgment is removed.
  2. Be a resource if the guest is unsure about reporting that needs to be disputed or updated. If so, dispute forms will be sent and information on reports updated.
  3. Give you meaningful information you can use to improve and monitor your credit profile now and moving forward.
- E) The LifeBack Law Firm P.A. credit repair specialist will keep you updated with CV judgment removal process (how long it will take and when you get the judgment discharged) and will be happy to answer all your questions!
- F) You will receive a LifeBack Law Firm P.A. \*FREE credit repair diploma to give lenders and others demonstrating you have gone through this course.

**\*PROGRAM COSTS**

While LifeBack Law Firm P.A. charges no attorney fee for this credit repair program, there are costs that the client must pay in advance for some of these services. For example-

- 1) Client must pay the costs of pulling all 3 of their major credit reports  
(Experian, Equifax, and Transunion) **\*FREE PULL PER YEAR\***
- 2) Client must pay the costs associated with removing CV judgments  
(These fees are subject to change.)

- A) Copy of certified discharge: \$12.00  
B) Postage and photocopies: \$7.00  
C) County fees: \$26.00  
\$45.00

Total: \$45.00 for the first CV judgment and \$33.00 for each CV judgment thereafter (as long as removal is done at the same time).

**ATTORNEYS FEES/COSTS FOR ADDITIONAL SERVICES REQUESTED BY CLIENT  
POST-PETITION (AFTER E-FILEING)**

The following schedule lists the standard fees/costs for various additional services:

**Chapter 7 Bankruptcy:**

A) Services/Costs prior to Chapter 7 Bankruptcy Closing:

- 1) Conversion of Chapter 7 to Chapter 13 case (atty. Fees)...\$ 3,000.00/\$3,500.00 + costs
- 2) Motion to Sever:..... \$ 338

B) Services/Costs after Chapter 7 Bankruptcy case is closed:

- 1) Omitted creditors (includes creditors with incomplete or incorrect addresses)..... \$ 40.00 per creditor
- 2) Reopening closed case..... \$ 1,000.00 per occurrence
- 3) Amended schedules..... \$ 200.00 + costs
- 4) District Court Judgment Removal (Includes costs)..... \$ 390.00 per judgment  
(Except in Credit Repair Program)\*
- 5) Document Requests (Includes Certified Copies)..... \$ 50.00 + bankruptcy court fees
- 6) Sending Documents (Printed & Mailed).....\$ 1.00 per page
- 7) Additional copy of Bankruptcy Petition..... \$ 50.00 mailed/\$25.00 e-mailed\*\*

**Chapter 13 bankruptcy:**

A) Services/Costs prior to Chapter 13 Closing:

- 1) Conversion of chapter 13 to chapter 7 case (atty. fees)...\$ 2,000 (includes costs)
- 2) Modify Plan..... \$ 750.00 per occurrence + costs\*\*\*
- 3) Resolving Motions for Relief from Stay  
& Motions for Dismissal..... \$ 500.00 per occurrence + costs\*\*\*
- 4) Motion to Sever..... \$ 313.00

B) Services/Costs after Chapter 13 Case is closed:

- 1) Reopening closed case..... \$ 1,000.00 per occurrence
- 2) Amend Schedules.....\$ 200.00 + costs
- 3) (See 4-7 above)

\*Client agrees LifeBack Law Firm, PA is not obligated to remove judgments for client's whose promissory note signer is in default on their fees to LifeBack Law Firm, PA.

\*\*You will be furnished with one copy of your Bankruptcy Petition at no charge.

\*\*\*If the time spent by attorneys and legal assistants, at their hourly rate, results in a fee in excess of the amount listed in this agreement. Attorney may apply to the bankruptcy court for additional fees, in attorney's discretion.

NOTICE: It is our policy to accept personal checks. Make sure you have sufficient funds in your account when making a payment. **Checks are deposited/cashed promptly and can clear your bank account within an hour of being deposited.** You will be charged \$30.00 for checks returned for non-sufficient funds. In the event a "NSF" check is returned to our office, you will be notified immediately. All further payments then must be either in cash or by money order.

Any attorney fees paid to LifeBack Law Firm, PA shall be LifeBack Law Firm P.A.'s property subject to a refund for any unearned portion, will not be kept in a trust account, and will be deposited into the attorney's business account.



**CLIENT OBLIGATIONS:**

You agree to assist LifeBack Law Firm, PA in gathering all necessary information to file a bankruptcy petition and receive a discharge. You agree to attend Credit Counseling prior to filing the petition and to complete a Personal Financial Management Course as required by the bankruptcy code, and provide us proof of completion no later than 10 days after your first scheduled 341 meeting. (Remember, failure to complete the Personal Financial Management Course will result in your bankruptcy case being closed/dismissed without the benefit of a discharge).

You also agree to attend the 341 meeting and provide verification of all the information in your schedules if your case is audited by the US Trustee's Office (1 out of every 250 cases is subject to an audit by the US Trustee's Office).

You agree that, if necessary, LifeBack Law Firm P.A. is authorized to hire an attorney to appear for LifeBack Law Firm P.A. on your behalf, at the 341 meeting.

You understand that failure to provide us accurate, timely, and complete information and to perform all your obligations described above may result in a dismissal of your case, your case closed without a discharge, and possible criminal prosecution. If at any time either prior to filing a bankruptcy petition or subsequent to it, you see that information contained on your schedules are inaccurate and/or incomplete, it is your obligation to point this out to your attorney so that we can correct this information immediately.

You have the right to terminate the lawyer-client relationship. You are entitled to a refund of all or a portion of the fee that was not earned by LifeBack Law Firm P.A..

**AUTHORIZATION:** By signing below you give authorization to LifeBack Law Firm P.A. to conduct a search for any information relating to your assets, debts, and income and expenses using whatever means are available to us.

**THIS RETAINER AGREEMENT CONSTITUTES A LEGALLY BINDING CONTRACT BETWEEN ATTORNEY AND CLIENT. ATTORNEY ADVISES CLIENT TO READ THE RETAINER AGREEMENT CAREFULLY AND TO DISCUSS ANY QUESTIONS OR CONCERNS REGARDING THE TERMS OF THE RETAINER AGREEMENT.**

I hereby acknowledge that I have read this Retainer Agreement and have discussed any questions or concerns I have regarding this Retainer Agreement with Attorney. I fully understand the terms of this Retainer Agreement and have received a copy of the same. I agree to retain Attorney in accordance with the terms and conditions of this Retainer Agreement.

LifeBack Law Firm P.A.

AGREEMENT: I have read the foregoing letter and agree to the terms of representation proposed therein.

Dated: 04/11/2022

*Angela Brix*

\_\_\_\_\_  
Client Signature

Dated: 04/13/2022

*Ricky John Brix*

\_\_\_\_\_  
Client Signature

**We are a debt relief agency. We help people file for bankruptcy under the bankruptcy code.**

**AUTHORIZATION**

I/We authorize LifeBack Law Firm P.A., or any employee of LifeBack Law Firm P.A., to speak with, or received information from, any of my creditors for a period of time limited to 180 days after the date I sign this authorization. Any of my/our creditors may speak with or provide any documents requested by LifeBack Law Firm P.A., or any of LifeBack Law Firm P.A. employees for a period limited to 180 days from the date I sign this authorization.

Angela Brix

**PRINT CLIENT NAME**

Ricky John Brix

**PRINT CLIENT NAME**

*Angela Brix*

**CLIENT SIGNATURE**

*Ricky John Brix*

**CLIENT SIGNATURE**

04/11/2022

**DATE**

04/13/2022

**DATE**

## EXHIBIT B



### THIRD PARTY GUARANTY FOR PAYMENT OF ATTORNEY FEES

This third party guaranty agreement ("Agreement") is entered into between LifeBack Law Firm, P.A. ("Attorney") and Christine Rudderforth ("Guarantor") for the purpose of providing security for the payment of Attorney's fees and costs ("attorney's fees") incurred by Angela & Ricky Brix ("Client") in connection with Client's Chapter 7 bankruptcy.

In consideration of Attorney's agreement to provide legal services to Client, Guarantor hereby unconditionally guarantees that Guarantor will promptly pay any/all installments or other payments due to Attorney from Client upon receipt of a Statement from Attorney up to the sum of **\$2,000**. **Guarantor agrees to pay the sum of \$2,000 in monthly installments of \$150 starting thirty (30) days from the date this agreement is executed.** This obligation to pay Client's attorney's fees will exist notwithstanding Client's impending discharge in bankruptcy or any other circumstance which would relieve Client of the obligation to pay Attorney except by an Order of the Bankruptcy Court pursuant to 11 U.S.C. §328.

Attorney and Guarantor agree that this Agreement does not extend to payment of any other fees incurred by Client, whether in connection with Client's Chapter 7 bankruptcy case or otherwise and is limited to the sum of **\$2,000**, unless specifically agreed to in writing signed by Attorney and Guarantor. Specifically, payment for those legal services not included in the description of services to be provided to Client unless separate fee arrangements are made as set forth in the non-standard services of the Retainer Agreement, is not guaranteed by Guarantor.

In the event Guarantor does not pay any payment due pursuant to this Agreement, Guarantor shall pay all costs of collection incurred by Attorney, including but not limited to reasonable attorney's fees and costs necessarily incurred by Attorney in enforcing this Agreement. This Agreement shall be construed and enforced under the laws of the state of Minnesota.

**CHOICE OF FORUM:** All actions or proceedings with respect to this Agreement shall be instituted only in any state or federal court sitting in Minnesota, and by execution and delivery of this Agreement, the parties irrevocably and unconditionally subject to the jurisdiction (both subject matter and personal) of each such court and irrevocably and unconditionally waive: (a) any objection that the parties might now or hereafter have to the venue of any of such court; and (b) any claim that any action or proceeding brought in any such court has been brought in an inconvenient forum.

Guarantor understands that Client is filing bankruptcy and that Guarantor will be included as an unsecured creditor whose debt from Client to Guarantor will be discharged when Client receives a discharge in the Chapter 7 bankruptcy case. Guarantor understands that the "discharge" of Client's debts, whether those debts are owed to Attorney or Guarantor, means that Client can no longer legally be required to pay any discharged debts. Guarantor understands that Client's discharge will in no way affect Guarantor's debt to Attorney created by this Agreement. Guarantor understands that guarantor will not be paid back by the Client. Also, to the extent the guarantor makes payment under this agreement, it is a gift to the Client. Guarantor understands that Guarantor is hereby unconditionally making him/herself responsible for payment of Client's attorney's fees and costs. Guarantor understands that a copy of his Agreement is being filed with the Client's bankruptcy case and that it will be part of the public record of the case.

Guarantor understands that this Agreement does not in any way create an attorney/client relationship between Attorney and Guarantor. The sole purpose of this Agreement is to provide security for the payment of the attorney's fees incurred

by Client. Guarantor understands that he/she is not entitled to receive any legal advice or confidential information from Attorney whether about Client's bankruptcy case or otherwise.

Guarantor consents to the disclosure of the existence and terms of this Agreement as required by the Bankruptcy Code, Federal Rules of Bankruptcy Procedure, and reasonable requests of the Client's Chapter 7 Trustee and orders of the Bankruptcy Court.

If any provision (or any part of any provision) contained in this Agreement shall for any reason be held to be invalid, illegal or unenforceable in any respect, such invalidity, illegality or un-enforceability shall not affect the validity or enforceability of any other provision (or remaining part of the affected provision) of this Agreement, but this Agreement shall be construed as if such invalid, illegal or unenforceable provision (or part thereof) had never been contained herein but only to the extent it is invalid, illegal or unenforceable.

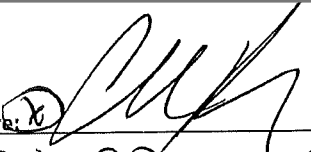
This Agreement represents the entire and complete understanding of the parties. No modification of this Agreement is valid unless agreed to in a writing signed by all parties hereto.

<p align="center"><u>Client Information</u> (for office use only)</p>		
Name of client: _____		Client ID#: _____
Address: _____		
_____	_____	_____
City	State	Zip

Co-signor/Guarantor Information

Name (first, middle, last): Christine Anne Rudderforth

Relation to Client: daughter

Signature: 

Date: 2-13-22

**\*\*\*WE WILL CONTACT YOU TO VERIFY YOUR INFORMATION\*\*\***

For office use only:

\_\_\_ Past/present client? (Y/N)  
(If yes, please check with billing dept.)

\_\_\_ Signed for another client? (Y/N)  
(If yes, please check with billing dept.)

\_\_\_ Between 18-65? (Y/N)